

NEW YORK CITY.

THE COURTS.

SUPREME COURT.

The Erie Litigation—More of the Contempt Cases—A Retraction by Counsel—The Gilbert Injunction—Mr. Daniel Greenbeck's Testimony—Interesting Developments—The Case Adjourned.

Before Judge Barnard.

The hearing of the testimony in the contempt cases of the Erie Litigation, before Judge Barnard, on Friday, April 23, 1868, was continued from the previous day. The cases were argued by Messrs. Fisk and Eldridge, for the Erie Railroad Company, and by Messrs. Fisk and Eldridge, for the Erie Railroad Company, and by Messrs. Fisk and Eldridge, for the Erie Railroad Company.

During the examination Judge Barnard stated that the case, so far as the putting in of evidence for the prosecution was concerned, would have to be concluded to-day. The further hearing would then be adjourned until next week. When the examination shall then be resumed the defence will have to prove their case (if they do prove it) by *ex parte* affidavits made in the interim, which will be read in court, and all parts not considered relevant to the issue will be stricken out.

ATTACHMENTS ISSUED.

At the opening of the cases yesterday, the Sheriff returned that he had not found Messrs. Fisk and Eldridge, and *plurima* attachments were accordingly issued against them. The three motions on the petition for the removal of Daniel Drew, and in the contempt cases of the Erie Litigation, were accordingly issued against them. The three motions on the petition for the removal of Daniel Drew, and in the contempt cases of the Erie Litigation, were accordingly issued against them.

MR. WILLIAM FULLERTON. For the prosecution, then rose and said that the other day he made an observation which was painful to Mr. James M. Ellis, and that he had been told that Mr. Ellis had been since learned, required that he should recall it. He had since become satisfied that Mr. Ellis had no intention of withholding information, and that he was, on the contrary, perfectly willing to give such testimony as was within his knowledge. It therefore made him pleasure to withdraw the charge which he had made.

TESTIMONY OF MR. JAMES M. ELLIS.

This courteous opening seemed to have a soothing effect upon the ears of the audience, quite in contrast with the squalling which has taken place on every other hearing of the case.

James M. Ellis was then recalled and asked whether he had not been told that Mr. Ellis had been since learned, required that he should recall it. He had since become satisfied that Mr. Ellis had no intention of withholding information, and that he was, on the contrary, perfectly willing to give such testimony as was within his knowledge. It therefore made him pleasure to withdraw the charge which he had made.

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stock certificates signed on the Saturday afternoon and during Sunday for this purpose? A. I know nothing about it.

Q. How many times were you out of the room that evening? A. It would be impossible for me to say. I understood you to say that you were away designated. A. I say I preferred being away, for I anticipated that you would be away, and I wanted to keep out of the way and to know nothing about it.

Q. Who gave you the hint to go into the other room? A. I acted on my own judgment.

Q. Did you know that you were in the room that night? A. Two or three times.

Q. How were you at Mr. Field's after you went there with Ashley? A. I suppose from a half to three-quarters of an hour.

Q. Did you hear Gould say any time that evening that the stock certificates were ready for delivery? A. I heard him make that remark to Mr. Green.

Q. And in the presence of Mr. Drew? A. Yes.

Q. And in the presence of Mr. Field? A. I cannot recollect that.

Q. Has Mr. Ashley paid the note for \$5,000 down? A. He has not.

Q. Where is it now? A. In my possession.

Q. Has any money been paid upon that note? A. Not a dollar.

Q. Where are those five million bonds? A. I cannot tell. I handed them to Mr. Drew.

Q. What did he do with them? A. He put them in his pocket. (Laughter.)

Q. What next did he do with them? A. I don't know.

Q. When was it that you handed them to him? A. On the 10th of March.

Q. Do you know that he took stock of the Erie Railroad Company for these bonds? A. Mr. Drew told me that he sold these bonds to James Fisk. This note, which was for \$5,000, was the consideration for these bonds at any time at his discretion in the interest of Ashley, or to convert the same into the common stock of the company, and to sell it, whenever he might see fit.

Q. Did you tell him what Fisk did with the bonds? A. Yes, he surrendered them to the company.

Q. State what was said about the injunction, if anything? A. Drew mentioned to Green that they expected to get a modification of the injunction.

Q. Did you or your house receive any portion of the stock certificates? A. I recollect that I had all the money in my possession at one time; it was simply handed to me by Mr. Drew and by me handed back to him; it was in certificate checks, drawn by Fisk, Belden & Co., for \$5,000, on the National Bank.

Q. Did Drew state that that was a portion of the proceeds of that stock? A. He did.

Q. Did you receive the money from the bank? A. I handed the money back to Drew.

Q. Cross-examined by Mr. Field—Q. You say you saw Mr. Belden at Mr. Field's house that evening; what was the occasion of that? A. They were not of a friendly nature.

Q. Was that the reason that you left the room, as you stated? A. Yes.

Q. You held all the papers in this matter for Drew? A. Yes.

Q. At that time did you draw up a note? A. Yes.

Q. Did you state that the \$5,000 note was a collateral security for this note? A. Yes.

Q. Give the contents of that note. A. Something like this—New York, March 7, 1868. On demand I promise to pay to the order of Daniel Drew \$5,000, with interest at seven per cent, having hypothecated with the Erie Railroad Company the common stock of the Erie Railroad Company, payable in 1888, with authority to sell the same on the non-performance of this promise without notice to the holder of the note.

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each; 275 carnations, not fragrant, at prices ranging from 17c. to 50c. each; 100 roses, some of them very beautiful, at prices ranging from \$3 to 45 each; 10 carnations, small, at from 28c. to 75c. each; three carnations, small, at \$12 each. Mr. Ogden, of High Bridge, was the principal purchaser.

THE TURF.

The Opening Day at the Fashion Course—Good Trotting by New Horses—Lady Wells the Winner.

The trotting season at the Fashion Course was inaugurated yesterday afternoon, amid sunshine and a beautiful breeze from the sea. The track was in excellent condition, and the racing was of a high order. The horses were in fine condition, and the drivers were of high skill. The race was a very close one, and the winner was Lady Wells, a three-year-old mare, owned by Mr. J. W. Wells, and driven by Mr. J. W. Wells.

The trot yesterday was for horses that never beat three minutes, mile heats, best three in five, in harness. There were fourteen entries for this race, out of which seven put in an appearance and six started, viz.: Mr. Lovell's brown mare Lady Wells, Mr. Fish's chestnut gelding Frank Morgan, Mr. Rodin's chestnut gelding Topsawyer, Mr. Dobie's bay mare Maggie, Mr. Dugrey's bay stallion Ben Wood, Mr. Borst's brown mare Lady Drew. Some of these entries were very rank, and a great deal of difficulty was experienced in getting them together for a start. One of them, after an hour had been wasted in starting, ran away with her harness and withdrew. This is readily accounted for, however, through the little work they have had in consequence of the inclement weather this spring. After the first heat they settled down to their work and acquitted themselves creditably during the remainder of the race. The attendance was numerous and the pool selling spirited. The favorite, however, at the start, as is frequently the case, did not prove the winner of the race, notwithstanding he was known to be a good one, the laurels of victory being reserved for a more sturdy and reliable performer.

The race was a very close one, and the winner was Lady Wells, a three-year-old mare, owned by Mr. J. W. Wells, and driven by Mr. J. W. Wells. The race was a very close one, and the winner was Lady Wells, a three-year-old mare, owned by Mr. J. W. Wells, and driven by Mr. J. W. Wells. The race was a very close one, and the winner was Lady Wells, a three-year-old mare, owned by Mr. J. W. Wells, and driven by Mr. J. W. Wells.

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THE AMERICAN CHURCH UNION.

First Annual Service—Ritualistic Developments—Clergymen From All States.

Trinity church yesterday morning was the scene of an extremely interesting religious meeting, being the first annual service of the members of the American Church Union. The body of the grand edifice was well filled, a majority of the congregation being ladies. This service was more than usually significant, religiously speaking, inasmuch as, after repeated trials, the union of the churches in question was consummated with great labor and triumph. The arguments of the doubting Thomas, "in fact that its usefulness would thus be paralyzed," who has a myth. The directors of Trinity Parish were present with their families, and a large number of clergymen from every State in the Union. Prominent among these were the following:—Rev. Drs. Wm. F. Morgan, J. S. Johnson, Tuttle, Dix, Van Hook, Cleveland, Stocking, Harris, and others. The service was conducted by the Rev. Mr. Chapman, of the Atlantic City.

The altar presented a remarkable appearance, viewed with surprise by many; either side of which were two immense candelabra, each with twelve burning lights, appropriately arranged in tripods, and rising above these in the centre. Those were representatives of Christ and his twelve apostles. Each altar was adorned with a candelabra, containing three burning lights each. The font was elegantly and profusely decorated with roses, lilies, and other flowers, the whole surmounted with an exquisite crown of white roses. The procession a few minutes before eleven o'clock, preceded by the chorists, entered the north door of the church, and the service was begun.

The opening services were intoned by the Rev. Mr. Cookson, when the *Venite* was sung by the choir, followed by the Psalter, Twenty-third Psalm, was sung, and the choir sang the *Gloria Patri*. The choir sang the *Gloria Patri*, and the choir sang the *Gloria Patri*. The choir sang the *Gloria Patri*, and the choir sang the *Gloria Patri*.

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